

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O.O.C.J.

NOTICE OF MOTION NO. 42 OF 2005
IN
TESTAMENTARY SUIT NO. 86 OF 2002
IN
PETITIN NO. 83 OF 2000

Mr. Venkatesh Laxman Petitioner/Plffs.
VS.
Mrs. P.K. Ranganayaki ...Caveator/Defnds

V. Laxman, petitioner present in person.
R. Wagh i/b. L. Jain for the Caveator.

CORAM: S.U. KAMDAR, J.

DATE : 10TH JUNE, 2005.

P.C. :

1. The present notice of motion is connected with Notice of Motion 3224. The petitioner in the present case is the heir of the deceased. There are various assets of the defendants in the form of fixed deposits and securities. By this motion the petitioner is seeking that the said properties be protected. The deposit which are

over due and not renewed should be renewed. The dividend warrant which have been expired to be revalidated. The prayer clause (a) is directed against the Standard Chartered Bank having branch at 19, Netaji Subhas Road, Kolkatta 700 011 inter-alia seeking direction that the Standard Chartered Bank should not forfeit the amount which is lying in the bank of the deceased pertaining to the retirement dues and pension fund. The bank has threatened to do so unless a heirship certificate produced by the petitioner. In view thereof I directed the Standard Chartered Bank to deposit all the retirement dues of the defendant Venkatesh Ananthakrishnan in fixed deposits initially for a period of three years and renew the same from time to time till further orders from this court. It is further directed that the bank shall not claim any lien or charge in respect of the said fixed deposits and shall communicate the Prothonotary and Senior Master the details pertaining to the investment of the said retirement dues of the deceased in the fixed deposit account alongwith fixed deposit

receipt in that behalf. The prayer clause (b) pertains to the renewal of fixed deposits which was standing originally in the name of the testator. The details of the same are given by the petitioner in Exhibit-7 in Part-II of the Schedule-I which are various fixed deposits alongwith the name of the various banks where the same are laying. Each of the banks are directed to renew the said fixed deposit for a further period of three years and communicate the said renewal to the Prothonotary and Senior Master. The banks are further directed not to effect any lien or charge in so far as the said fixed deposit is concerned. The original fixed deposit receipts to be forwarded to the Prothonotary and Senior Master, High Court, Bombay.

2. In so far as prayer clause (c) is concerned they are seeking amount shown in Exhibit-A. The petitioner is claiming relief under prayer clause (c) for transferring the said amount to the fixed deposit. The said amounts are lying with various banks as set out in Exhibit-6 to the Notice of

Motion. Each of the Bank viz. Bank of Baroda, Andhra Bank, Bank of Maharashtra, Central Bank of India, Federal Bank Ltd, Indian Bank. is directed to transfer the said amount alongwith interest from the current account to the fixed deposits account and invest the same in a fixed deposit initially for a period of three years and renew the same thereafter from time to time untill further orders from this court. The said banks are directed to forward the said fixed deposits to the Prothonotary and Senior Master, High court, Mumbai.

3. In so far as prayer clause (d) is concerned the same pertains to the renewal and/or revalidation of the interest or dividend warrants, the details of which are set out in Exhibit-7 of the affidavit in support. Each of the said banks and/or companies whose names are set out in Exhibit-7 are directed to revalidate the said dividend warrants and the petitioner is directed to deposit the said dividend warrants in the saving bank account of Indian Overseas Bank

bearing no.135. The petitioner is directed not to withdraw any amount whatsoever from the said account without prior permission of this court.

4. Prayer (e) is rejected.

. The motion is disposed off accordingly.
